

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
EASTERN DIVISION**

GRADY F. SMITH AND CO., INC. d/b/a  
SCAFFOLDMART and M.J.C., LLC

Plaintiffs,

v.

NAUTILUS INSURANCE COMPANY,

Defendant.

**Case No. 4:20-CV-00010-D**

**ORDER**

THIS MATTER came to be heard on Defendant Nautilus Insurance Company's (hereinafter referred to as "Nautilus") Consent Motion to Stay Proceedings Pending Completion of Appraisal. The Court, having reviewed the pleadings and considered the unopposed/consent motion and legal authorities submitted, finds the following:

1. The parties have agreed to appraise the Subject Loss, which is the subject of this action, pursuant to the Appraisal condition in the subject insurance policy and pursuant to North Carolina law.


2. This entire action, consisting of all causes of action and including all discovery and case management requirements and deadlines, including all Federal and Local Civil Rule disclosure and conference requirements, is stayed pending conclusion of the appraisal process and the contractual time period within which Nautilus has to pay any additional amount owed pursuant to the appraisal award, or until further order of this Court.

3. The parties shall appraise the Subject Loss in accordance with the appraisal clause of the Policy, and the appraisal award shall be subject to all of the terms and conditions of the subject insurance policy and North Carolina law.

4. This Court shall reserve jurisdiction to enforce the terms of this Order pending conclusion of the appraisal process, to address / enforce any deadlines regarding appraisal agreed upon by the parties, and to determine any and all remaining issues which are not resolved by the appraisal process.

5. Either party may move to lift the stay of this action at any time after both (a) an appraisal award has been entered pursuant to the subject insurance policy's appraisal clause, and (b) the 30 days within which Defendant Nautilus Insurance Company has to pay any amounts due on the appraisal award have passed, or under such other circumstances as justice may require, including in any event that either party believes that the other is not complying with the terms of the Policy's appraisal clause.

SO ORDERED. This the 30 day of January 2020.

  
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JAMES C. DEVER III  
United States District Judge